

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS  
SPECIFICATION NO. 05-216**

The City of Lincoln intends to purchase and invites you to submit a sealed bid for:

**ANNUAL REQUIREMENTS FOR  
AUTOMOTIVE BATTERIES**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, September 07, 2005** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508 Bids will be publicly opened and read at the K Street Complex.

**Bids may be downloaded from the City's website at [www.lincoln.ne.gov](http://www.lincoln.ne.gov) (Keyword : bid) Prospective bidders must monitor the bid listing on the city website, for any addendums.**

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

**Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

**Specification 05-216**  
**ANNUAL SUPPLY OF AUTOMOTIVE BATTERIES**

**1. GENERAL INFORMATION**

- 1.1 This specification document covers maintenance free automotive storage batteries for various equipment and vehicles used by the City/County.
- 1.2 Bidding procedure.
  - 1.2.1 Bids shall offer a "Unit Bid Price" for each BCI Group as indicated in Table II of the Bid Schedule.
  - 1.2.2 Bids shall offer a "Pro-rated Monthly Fee" for each BCI Group as indicated in Table II of the Bid Schedule.
  - 1.2.3 Bids shall offer all performance and warranty information as indicated in Table II of the Bid Schedule.
  - 1.2.4 The following documents must be included with your bid for each category of supply being bid:
    - 1.2.4.1 Current fleet discount price schedule and corresponding product catalog.
    - 1.2.4.2 A statement of verification from the manufacturer that supplies being bid are designed and engineered to meet or exceed applicable industry standards; and will meet or exceed original equipment manufacturer's (O.E.M.) specifications for each equipment application.
    - 1.2.4.3 A statement of your re-stocking charge policy, per 1.3, below.
    - 1.2.4.4 Construction specifications for each BCI Group as indicated in Table II of the bid schedule.
    - 1.2.4.5 Statement of manufacturer's guarantees and related terms and conditions.
    - 1.2.4.6 Complete listing of core value for each BCI Group as indicated in Table II of the bid schedule.
    - 1.2.4.7 EPA certification for the recycling and disposal of wet batteries.
- 1.3 Inventory adjustment policy
  - 1.3.1 Upon the effective date of the contract, contractor shall conduct an on-site inventory adjustment for each City/County facility, consisting of the following:
    - 1.3.1.1 Re-numbering existing stock to the corresponding new number designations, or
    - 1.3.1.2 Trade existing stock for new stock.
  - 1.3.2 Within 15 days after expiration of the contract period, and at the option of each department unused stock purchased under the contract may be returned for full credit at contract price, less any re-stocking charge.

## 1.4 Applicable Publications

- 1.4.1 Except as modified herein, the applicable portions of the following publications of the issues in effect on the date of invitation for bids, form a part of this specification shall apply.
  - 1.4.1.1 BCI - Battery Council International for types and classes.
  - 1.4.1.2 BCI - Battery Council International for battery materials specifications.
  - 1.4.1.3 BCI - Battery Council International for storage battery specifications.
  - 1.4.1.4 BCI - Battery Council International for maximum overall dimensions
  - 1.4.1.5 ASTM - American Society of Testing and Materials for B-29 and D-639
  - 1.4.1.6 SAE - Society of Automotive Engineers for lead oxide
- 1.4.2 Copies of BCI standards may be obtained from Battery Council Int., 1801 Murchison Drive, Burlingame, CA 94010; copies of ASTM standards may be obtained from American Society of Testing and Materials, 1916 Race Street, Philadelphia, PA. 19103; copies of SAE standards may be obtained from Society of Automotive Engineers, 2 Pennsylvania Plaza, New York, NY 10001.

## 2. **WARRANTIES, GUARANTEES AND MAINTENANCE.**

- 2.1 Contractor shall guarantee all storage batteries furnished under the terms and conditions of these specifications and contract to be free from defects in material and/or workmanship for the "Total Warranty Period" of the battery.
  - 2.1.1 Should any such battery fail to give proper service due to defects in material and/or workmanship or fail to take a proper charge, it shall be replaced free of charge, F.O.B. any using department within the "Free Replacement Period" as indicated in Table II of the bid schedule from the date of installation.
  - 2.1.2 Thereafter, the pro-rated guarantee shall apply for the remaining "Total Warranty Period" of the battery and adjusted in accordance with the "Pro-rated Monthly Fee" as indicated in Table II of the Bid Schedule, from the date of installation.
  - 2.1.3 Exchange credit for such defective batteries shall be applied against and deducted from the "Unit Bid Price" of the new replacement batteries and shall be properly itemized on each invoice.
  - 2.1.4 Any other guarantee offered or implied shall be in addition to the guarantee stated above, and shall be offered at no additional cost to the city of Lincoln or Lancaster County.
  - 2.1.5 Any failure on behalf of the successful bidder to make a just and fair settlement on defective batteries under the terms and conditions of this guarantee will be cause for automatic cancellation of the contract.
  - 2.1.6 Contractor shall furnish upon request a manufacturer's representative or other qualified person, to provide technical assistance, guidance and/or recommendations to the departments regarding maintenance procedures and specific applications.

- 2.2 Used batteries
  - 2.2.1 At time of delivery of new batteries, contractor shall be responsible for the pick up and proper disposal of all used batteries on a one-for-one core exchange basis.
    - 2.2.1.1 Core-exchange credit will be included in the “Unit Bid Price” for each BCI Group as indicated in Table II of the Bid Schedule.

### **3. DESIGN REQUIREMENTS**

- 3.1 All batteries furnished under this specification shall conform to the Battery Council International Battery Specifications and Battery Council International Battery Materials Specifications.
- 3.2 All battery cases shall be of a shock resistant, leakproof design, utilizing rigid, high impact polypropylene cases. Design shall prohibit loss, spillage and spewing of acid from battery during handling and use both in and out of vehicle.
- 3.3 Battery shall be designed with a gas trapping and venting system to avoid spewing of fumes into the atmosphere.
- 3.4 Design shall utilize heavy-duty features to prolong service life and resist vibration failure such as plates encapsulated in separator envelopes on three sides to prevent plate shoring. It is also desired that an outboard location of element plate straps be avoided.
- 3.5 Design to provide an external method of quick check for adequate electrolyte reserve level and state of charge for valid testing.
- 3.6 Battery shall have flame arrester protection to prevent explosion of battery caused by external sources of spark or flame.

### **4. CONSTRUCTION REQUIREMENTS**

- 4.1 Material used in the construction of each battery shall be of the best quality, free from all defects, shall have the necessary strength and rigidity and shall be entirely satisfactory for the intended purpose.
- 4.2 All material used in construction of the batteries and all electrolyte, shall conform to the requirements of the Battery Council International Battery Material Specifications.
- 4.3 The workmanship shall be the highest grade throughout in accordance with the best standard practice for this type of equipment.
- 4.4 The component parts of the battery and the exterior surface shall be finished in accordance with the manufacturer’s best standard practices.

### **5. KINDRED ITEMS**

- 5.1 Bidders shall offer a single firm discount for each category listed in Table II of the Bid Schedule.
- 5.2 This discount shall be applied for the purchase of batteries not specifically listed by BCI Group.
- 5.3 All other terms and conditions of the contract shall apply to these kindred items.
- 5.4 The fleet discount price schedule provided will be used as the price basis for these non-listed items.

## **6. DEFINITIONS OF TERMS**

- 6.1 Free Replacement Period:  
The number of months, from the date of installation, a battery will be replaced free of charge, if it fails to meet the criteria as described in these specifications.
- 6.2 Total Warranty Period:  
The total number of months, from the date of installation, a battery will be covered under the Free Replacement or Pro-rated guarantee.
- 6.3 Pro-rated Monthly Fee:  
The cost per month used to determine the use fee or adjustment cost if a battery fails to meet the criteria described in these specifications.
- 6.4 Unit Bid Price:  
The unit price paid by the City/County on a one for one core exchange basis.
- 6.5 "Cold Cranking Amperes" (CCA)  
The discharge load in amperes which a new, fully charged battery at 0° F. (-17.8° C) can continuously deliver for 30 seconds and maintain a terminal voltage equal to or greater than 1.20 volts per cell.
- 6.6 "Reserve Capacity" (RC)  
The number of minutes which a new, fully charged battery at 80° F. (26.7° C) can be continuously discharged at 25 amperes and maintain a terminal voltage equal to or greater than 1.75 volts per cell.

## **7. INVENTORY AND DELIVERY**

- 7.1 Bidders shall maintain sufficient inventory to fulfill normal City/County requirements.
- 7.2 Bidders must demonstrate the ability to secure and deliver any item within eight (8) working hours after receipt of order.
- 7.3 An inspection may be made to determine whether the bidder actually has in inventory those items bid.
- 7.4 Adequate stock inventory for City/County requirements will be considered a factor in determining an award.
- 7.5 Batteries shall be delivered by the contractor to various City/County facilities in such sizes and quantities as may be required.
- 7.6 Batteries shall be wet and fully charged at the time of delivery.
- 7.7 All batteries delivered under this contract shall have been manufactured within one year of the date of delivery.
- 7.8 All batteries delivered shall be clearly marked with the following:
  - 7.8.1 Manufacturers name, trademark or trade brand.
  - 7.8.2 BCI Group number
  - 7.8.3 Cold Cranking Ampers (CCA)
  - 7.8.4 Reserve Capacity (RC)
  - 7.8.5 Date of manufacturer or factory date code.
    - 7.8.5.1 If a factory dating code system is used, the City/County shall be supplied with the code.
  - 7.8.6 Installation date punch out placard.

## 8. **BID EVALUATION**

- 8.1 Bidders ability to meet the criteria as described in these specifications.
- 8.2 Bidders ability to meet the minimum requirements as described in Table I of the Bid Schedule
  - 8.2.1 Failure to meet the minimum requirements for specific BCI Group(s) will not result in automatic rejection, but will be considered a factor in determining an award.
- 8.3 The number of months the "Total Warranty Period" exceeds the minimum requirements as described in Table I of the Bid Schedule.
  - 8.3.1 For each month the "Total Warranty Period" exceeds the minimum requirement, an amount equal to the "Pro-rated Monthly Fee" will be deducted from the "Unit Bid Price" for evaluation purposes only.

### EXAMPLE:

Unit Bid Price =	\$40.00
Total Warranty Period =	84 Months
Minimum Warranty Period =	60 Months
Months Exceeding Minimum =	24
Pro-rated Monthly Fee =	\$.48
Bid Evaluation Deduct =	\$11.52
Bid Evaluation Unit Bid Price	\$28.48

**05-216 BID SCHEDULE**  
**TABLE I MINIMUM REQUIREMENTS**

BCI GROUP	COLD CRANKING AMPERES	RESERVE CAPACITY	FREE REPLACEMENT PERIOD	TOTAL WARRANTY PERIOD
24	660	110	12 Mo.	60 mo.
24F	660	110	12 mo.	60 mo.
27	700	120	12 mo.	60 mo.
27F	700	120	12 mo.	60 mo.
34	630	110	12 mo.	60 mo.
62	480	80	12 mo.	60 mo.
64	535	80	12 mo.	60 mo.
65	850	150	12 mo.	60 mo.
74	770	115	12 mo.	60 mo.
75	630	85	12 mo.	60 mo.
31 STUD	950	170	3 mo.	24 mo.
8-D	1300	430	3 mo.	24 mo.
*8D-299 POST	1000	345	3 mo.	24 mo.

\* MUST HAVE 3/8" AND 1/2" POSTS

05-216 **BID SCHEDULE****TABLE II**

Manufacturer \_\_\_\_\_

Company Name: \_\_\_\_\_

BCI GROUP	CATALOG NUMBER	COLD CRANKING AMPERES (CCA)	RESERVE CAPACITY (RC)	FREE REPLACEMENT PERIOD	TOTAL WARRANTY PERIOD	PRO-RATED MONTHLY FEE	ESTIMATED ANNUAL USAGE	UNIT BID PRICE	TOTAL BY GROUP
24							52		
24F							4		
27							15		
27F							11		
34							5		
62							6		
64							8		
65							52		
74							6		
75							59		
31 STUD							53		
8D							19		
*8D-299 POST							34		
* must have 3/8" and 1/2" posts									Grand Total:

Single Firm Discount by Category (See Section # 5)Passenger/Light TruckTruck/BussFarmIndustrial

\_\_\_\_\_ % \_\_\_\_\_ % \_\_\_\_\_ % \_\_\_\_\_ %



**PROPOSAL**  
**SPECIFICATION NO. 05-216**  
**THE ANNUAL REQUIREMENTS FOR AUTOMOTIVE BATTERIES**  
**BID OPENING TIME: 12:00 NOON**  
**DATE: September 07, 2005**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**BID SECURITY REQUIRED:** Yes \_\_\_\_\_ Amount: \_\_\_\_\_  
 No XX \_\_\_\_\_

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

**Term of initial contract is October 1, 2005 through September 30, 2006, with options to renew on an annual basis thereafter, beginning October 1, 2006.**

**Contract Extension Renewal is an option:** Yes \_\_\_\_\_  
 No \_\_\_\_\_

**TERM PRICE CLAUSE: BIDDER MUST STATE**

- (a) Bid prices firm for the full contract period: \_\_\_\_\_; or  
 (b) Bid prices subject to escalation/de-escalation: \_\_\_\_\_.  
 (c) If (b), state period for which prices will remain firm: Through \_\_\_\_\_.

**INTER-LOCAL PURCHASING:** The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

\_\_\_\_YES \_\_\_\_NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

**COMPANY REPRESENTATIVE responsible for the administration of this Agreement:**

**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**PHONE NO.** \_\_\_\_\_

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**NOTE:**  
**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.**  
**MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:**  
**SEALED BID FOR SPEC. 05-216**

COMPANY NAME	BY (Signature)
STREET ADDRESS or P.O. BOX	(Print Name)
CITY, STATE      ZIP CODE	(Title)
TELEPHONE	(Date)
EMPLOYER'S FEDERAL I.D. NO. OR SOCIAL SECURITY NUMBER	ESTIMATED DELIVERY DAYS (After receipt of individual orders)
	TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: bid

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA

### PURCHASING DIVISION

#### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

#### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

#### **3. BIDDER'S REPRESENTATION**

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### **4. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

#### **5. ADDENDA**

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

#### **6. ANTI-LOBBYING PROVISION**

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

#### **7. BRAND NAMES**

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

#### **8. DEMONSTRATIONS/SAMPLES**

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

#### **9. DELIVERY (Non-Construction)**

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

#### **10. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 10.1.1 Manufacturer's warranties and/or guarantees.
  - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

#### **11. ACCEPTANCE OF MATERIAL**

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
  - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
  - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **12. BID EVALUATION AND AWARD**

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

#### **13. INDEMNIFICATION**

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or

destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **14. TERMS OF PAYMENT**

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **15. LAWS**

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

#### **16. AFFIRMATIVE ACTION**

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

#### **17. LIVING WAGE**

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

#### **18. EXECUTION OF AGREEMENT**

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
  - ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
  - ☒ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
  - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
    - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
    - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
    - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
    - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

# **SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS**

## **CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION**

### **1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

### **2. CONTRACT PERIOD**

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for no more than **two** (2) additional one (1) year renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

### **3. BID PRICES**

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 **Escalation/De-escalation Clause:** In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
  3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
  4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
  5. Approved price changes are not applicable to orders already issued and in process at time of price change.
  6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

### **4. CONTRACT AWARD NOTIFICATION**

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

### **5. QUARTERLY REPORT**

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department

### **6. TERMINATION OF CONTRACT**

- 6.1 This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

**(DRAFT) ACCEPTANCE OF BID TO CONTRACT (DRAFT)**  
**FOR**  
**CITY OF LINCOLN, NEBRASKA**

**TO: City Attorney**  
**City Department**  
**Contractor**

The **City of Lincoln, Nebraska**, hereinafter referred to as **City of Lincoln**, hereby accepts the proposal dated month/date/year and submitted by Contractor/vendor name/ address/ city/state/ zip, hereinafter referred to as **Contractor**, in response to **City of Lincoln** Request for Bid # 00-000 as evidenced by **Contractor**'s signed and "Bid/Proposal Schedule" and accompanying documents attached hereto.

Therefore, the **City of Lincoln** and the **Contractor** hereby agree that the proposal response for Specification # 00-000 constitutes a contractual agreement and the purpose of providing Annual Requirements for to the **City of Lincoln** for the period Month/date/year through Month/date/year which shall be governed by all terms conditions, and provisions of specification/proposal and REQUEST FOR BID # 00-000 which are fully incorporated and made part of this agreement. OPTION TO RENEW: This contract may be extended for two (2) additional one (1) year periods, provided all terms and conditions remain in full force and effect except the contract period being extended.

**ACCEPTED BY MAYOR**

\_\_\_\_\_  
Signature Colleen J Seng

\_\_\_\_\_  
Attest (City Clerk)

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Approved as to form - City Attorney

**ACCEPTED BY CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date: \_\_\_\_\_